

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
BRENDAN J. BURTON, SBN 323495
brendan@protectionlawgroup.com
SHADI SAHEBGHALAM, SBN 343043
shadi@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff
CESAR GUILLEN HERNANDEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

CESAR GUILLEN HERNANDEZ,
individually and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General;

Plaintiff,

vs.

SIMPSON CHEVROLET OF IRVINE, a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 30-2024-01376148-CU-OE-CXC

*Assigned for All Purposes to: Hon. William D.
Claster, Dept. CX-101*

**[PROPOSED] AMENDED ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 27, 2025
Time: 9:00 A.M.
Dept: CX-101

Reservation No.:

Complaint Filed: January 25, 2024
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on June 27, 2025, for a hearing and Final Order Approving Class Action Settlement and Judgment
4 (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval
5 Order”), and as set forth in the Class Action and PAGA Settlement Agreement (hereinafter
6 “Settlement Agreement” or “Settlement”), and due and adequate notice having been given to all
7 Class Members as required in the Preliminary Approval Order, and the Court having considered
8 all papers filed and proceedings had herein and otherwise being fully informed and good cause
9 appearing therefore, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

10 1. The Court GRANTS Plaintiff CESAR GUILLEN HERNANDEZ’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA Settlement.

11 2. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

12 3. Consistent with the definitions provided in the Settlement Agreement, the terms
13 “Class” and “Class Members” shall mean the following: “All current and former hourly-paid or
14 non-exempt employees of Simpson Chevrolet of Irvine within the state of California at any time
15 between January 25, 2020, and October 29, 2024.”

16 4. Consistent with the definitions provided in the Settlement Agreement, the term
17 “PAGA Members” shall mean the following: “All current and former hourly-paid or non-exempt
18 employees of Simpson Chevrolet of Irvine in the state of California at any time between January
19 25, 2020, and October 29, 2024.”

20 5. This Court has jurisdiction over the subject matter of this Action and over all
21 Parties to this Action, including all Class Members.

22 6. Distribution of the Class Notice Packet directed to the Class Members as set forth
23 in the Settlement Agreement and the other matters set forth therein has been completed in
24 conformity with the Preliminary Approval Order, including individual notice to all Class
25 Members who could be identified through reasonable effort, and the best notice practicable under
26 the circumstances. The Class Notice Packet provided due and adequate notice of the proceedings
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1 and of the matters set forth therein, including the proposed Settlement set forth in the Settlement
2 Agreement, to all persons entitled to such Class Notice Packet, and the Class Notice Packet fully
3 satisfied the requirements of due process. All Class Members and all Released Claims are covered
4 by and included within the Settlement and this Final Order.

5 7. The Court hereby finds that the Settlement is fair, adequate, and reasonable and
6 that Plaintiff has satisfied the standards and applicable requirements for final approval of this
7 class action settlement under California law, including the provisions of California Code of Civil
8 Procedure section 382.

9 8. The Court hereby confirms Protection Law Group, LLP as Class Counsel in the
10 Action.

11 9. The Court hereby approves the Settlement set forth in the Settlement Agreement
12 and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the
13 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
14 been reached as a result of intensive, serious, and non-collusive arms-length negotiations. The
15 Court further finds that the Parties have conducted extensive investigation and research, and
16 Counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
17 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
18 and risks that would be presented by the further prosecution of the Action. The Court has reviewed
19 the benefits that are being granted as part of the Settlement and recognizes the significant value
20 to the Class Members. The Court also finds that the Class is properly certified as a class for
21 settlement purposes only.

22 10. According to the terms of the Settlement Agreement, upon remittance of the Gross
23 Settlement Amount and all applicable employer-side payroll taxes by Defendant SIMPSON
24 CHEVROLET OF IRVINE ("Defendant") to the Settlement Administrator Phoenix Settlement
25 Administration Solutions ("Settlement Administrator"), Plaintiff and all Settlement Class
26 Members shall fully and finally release and discharge Defendant and any and all of its past,
27 present and future direct or indirect parents, sister or related entities, acquired companies,
28 subsidiaries, predecessors, successors and affiliates as well as each of its or their past, present and

1 future owners, including officers, directors, employees, partners, members, shareholders and
2 agents, attorneys, insurers, reinsurers, heir, representatives, accountants, auditors, consultants,
3 and any individual or entity which could be jointly liable with Defendant.(the “Released Parties”)
4 from any and all claims, rights, demands, liabilities and causes of action that are alleged, or
5 reasonably could have been alleged based on the facts and claims asserted in the Operative
6 Complaint in this Action, including the following claims: (i) failure to pay all regular wages,
7 minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in
8 lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to
9 provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination
10 or resignation; (vi) failure to provide timely pay wages during employment; (vii) unfair business
11 practices that could have been premised on the claims, causes of action or legal theories of relief
12 described above or any of the claims, causes of action or legal theories of relief pleaded in the
13 Operative Complaint; (viii) failure to maintain required payroll records and causes of action or
14 legal theories of relief pleaded in the Operative Complaint including but not limited to Labor
15 Code sections 210, 226.3, 1197.1, and 558 (the “Released Class Claims”). The release of the
16 Released Class Claims shall be applicable for the period between January 25, 2020, and October
17 29, 2024 (the Class Period). This release shall be binding on all Settlement Class Members.

18 11. Plaintiff and all Settlement Class Members shall fully and finally release and
19 discharge any and all PAGA claims that could have been asserted under the California Labor
20 Code Private Attorneys General Act of 2004 based on the same or similar factual allegations and
21 claims in the operative Complaint (the First Amended Complaint) in this Action or any PAGA
22 notice submitted by Plaintiff to the LWDA for the PAGA Period (the “Released PAGA Claims”).
23 The release of the Released PAGA Claims shall be applicable for the period between December
24 13, 2022, and October 29, 2024 (the PAGA Period). The fact that a PAGA Member has decided
25 not to participate in the Class Settlement shall not affect the release of PAGA claims arising under
26 PAGA.

27 12. No Class Member objected to the terms of the Settlement.

28 13. One Class Member, Jeff McDougall, requested to be excluded from the terms of

1 the Settlement. Accordingly, Jeff McDougall is hereby excluded from this final order and
2 judgment and from participating in the Class Settlement.

3 14. The Court finds the settlement payments provided for under the Settlement
4 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
5 the Settlement Agreement, the Court orders Defendants to fund the Gross Settlement Amount of
6 \$565,000.00 within fourteen (14) calendar days of the Effective Date as set forth in the Settlement
7 Agreement to provide payments for individual settlement payments to all Settlement Class
8 Members and all PAGA Members, the PAGA Penalties to the to the California Labor and
9 Workforce Development Agency pursuant to Labor Code Section 2698, *et seq.*, Plaintiff's
10 Representative Enhancement Payment, Class Counsel's Fees and Costs, and the Settlement
11 Administrator's Costs. The calculations and the payments shall be administered in accordance
12 with the terms of the Settlement Agreement.

13 15. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
14 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
15 in the amount of thirty percent (35%) from the Gross Settlement Amount (\$197,750.00) and
16 attorneys' costs in the amount of \$13,599.45 from the Gross Settlement Amount as final payment
17 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to
18 Class Counsel and any other person or entity related to the Action. The Court further orders that
19 the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant
20 to the terms of the Settlement Agreement.

21 16. The Court hereby approves and orders a Class Representative Enhancement
22 Payment of \$7,500.00 to Plaintiff Cesar Guillen Hernandez from the Gross Settlement Amount
23 in accordance with the terms of the Settlement Agreement.

24 17. The Court approves and orders the payment in the amount of \$45,000.00 (75% of
25 \$60,000.00) from the Gross Settlement Amount to the LWDA for penalties arising under the
26 PAGA. The remaining \$15,000.00 (25% of \$60,000) shall be distributed to PAGA Members as
27 set forth in the Settlement Agreement.

28 18. The Court also hereby approves and orders payment from the Gross Settlement

1 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
2 Phoenix, in the amount of \$9,250.00.

3 19. The Court hereby approves and orders payment of individual settlement payments
4 from the Net Settlement Amount to the Settlement Class Members and PAGA members on a *pro*
5 *rata* basis as set forth in the Settlement Agreement.

6 20. The Court also hereby approves and orders that any checks distributed from the
7 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
8 days after being issued will be transferred to the California State Controller's Office pursuant to
9 California Civil Code § 1500 and held in trust for such Settlement Class Members and PAGA
10 Members. As such, no "unpaid residue" under California Code of Civil Procedure section 384
11 will result from the Settlement.

12 21. Provided the Settlement becomes effective under the terms of the Settlement
13 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
14 individual settlement payments to all Settlement Class Members and all PAGA Members,
15 Attorneys' Fees and Costs, and Class Representative Enhancement Payment is as set forth in the
16 Settlement Agreement.

17 22. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
18 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a
19 finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of
20 the other Released Parties. In entering into the Settlement Agreement, Defendant does not admit,
21 and specifically denies it has violated any federal, state, or local law; violated any regulations or
22 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
23 requirements; breached any contract; violated or breached any duty; engaged in any
24 misrepresentation or deception; engaged in any other unlawful conduct with respect to their
25 employees; or are liable to Plaintiff, the Settlement Class, or the PAGA Members for any purpose
26 other than settling the Action. Neither the Settlement nor the Settlement Agreement, nor any of
27 its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
28 admission or concession by Defendant of any such violations or failure to comply with any

1 applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement
2 Agreement, the Settlement Agreement and its terms and provisions shall not be offered or
3 received as evidence in any action or proceeding to establish any liability or admission on the part
4 of Defendant or to establish the existence of any condition constituting a violation of, or a non-
5 compliance with, federal, state, local or other applicable law.

6 23. Without affecting the finality of this Judgment, the Court shall retain continuing
7 jurisdiction over this Action and the Parties, including all Class Members, and over all matters
8 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
9 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section
10 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
11 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
12 shall be presented to the Court for resolution.

13 24. Pursuant to Code of Civil Procedure section 384(b), Plaintiff shall submit to the
14 Court a declaration from the Settlement Administrator on or before June 27, 2026, setting forth
15 the actual amounts paid to Settlement Class Members and PAGA Members, and other amounts
16 disbursed pursuant to the Settlement. Upon receiving the report, the Court will determine whether
17 further reports and/or a hearing will be necessary.

18 25. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice
19 to the LWDA.

20 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

21
22 DATED: _____

23 _____
24 HON. WILLIAM D. CLASTER
25 JUDGE OF THE SUPERIOR COURT
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